



# Mobile Broadband No Contract Terms and Conditions

This document contains the Mobile Broadband No Contract plan Terms and Conditions and also states the pricing tables and plan description

These terms apply to all Mobile Broadband Plans we provide, and form part of our customer contract with you.

## About the ONE Mobile Broadband No Contract plans Terms and Conditions

- A. These are the Terms and Conditions for ONE Mobile Broadband plans.
- B. The agreement is made up of:
  - 1) Your application
  - 2) General Terms
  - 3) Pricing Tables and plan description
  - 4) Terms of Service
  - 5) Dictionary
  - 6) Appendices (if applicable)
- C. You wish to access ONE Mobile Broadband services as advertised or viewed at [www.myone.com.au](http://www.myone.com.au)
- D. ONE agrees to provide the Service to you on the Terms and Conditions outlined in this Agreement or as varied by notice from time to time and set out at the following Internet address [www.myone.com.au](http://www.myone.com.au)
- E. You acknowledge that your Application for services from ONE and the physical activation of those services as detailed in application, bind you to ONE Terms and Conditions for the Mobile Broadband service.

## Pricing Tables and plan description

(Effective from 30<sup>th</sup> September 2011)

	Small	Medium	Large	XLarge
Monthly Fee	\$20	\$30	\$60	\$80
Included Data Allowance	1.5Gb	5Gb	12Gb	18Gb
Mobile Broadband USB Modem	FREE*			
Contract Term	No contract (exit fee of \$90)			
Connection fee	No connection fee			
SMS messages (each)	25c	25c	25c	25c
Excess data charges	N/A excess data not allowed			

## Availability

97% of the Australian population have coverage for Mobile Broadband and this will continue to improve!

Coverage depends on where you are, what particular device you are using and whether your device has an external antenna attached (not all devices support an external antenna). Speeds may vary due to

congestion, distance from the cell, local conditions, hardware, software and other factors. Remember, we would always recommend ADSL Broadband as a more reliable, fixed line service if you are mainly going to be accessing the Internet from your home.

See our national coverage maps.

### **Important Information**

Theoretical maximum download speed on 3G/HSPA network is up to 7.2Mbps, however, you can expect speeds between 512kbps and 3Mbps. Actual speeds will vary and may be slower. Many factors affect speeds such as the distance from the mobile tower to the modem and congestion in the area of use.

To prevent any excessive charges or bill shocks, we limit your service once you have reached your data allowance. If you need more data allowance, you will need to upgrade to a plan with more. You can do this at any time and there is no plan change fee!

You can send SMS messages using your computer, these cost 25c per message sent

Our Mobile Broadband plans come with a choice of contract term. You can choose from a 12 month contract, or if you don't like being tied into a contract, select our no contract option - you simply have to give us 2 months notice when you want to leave and pay an exit fee of \$90.

You should take the time to read the Summary of Terms information when deciding if our Mobile Broadband plans will suit your requirements. Full Terms and Conditions of Mobile Broadband Services are available to view on the Terms and Conditions page of our website.

### **Hardware**

We will supply you with a free USB Mobile Broadband modem. It comes with a SIM card which enables you to connect to the Internet using the mobile network and it's very easy to use and get connected.

There are certain software requirements that you should be aware of. You must have Microsoft Windows 2000 SP4, Windows XP SP2, or Microsoft Vista operating systems to connect to the service. Mac OS X 10.4 and 10.5 with latest upgrades, please be aware we offer very limited Macintosh support.

# Mobile Broadband No Contract Terms of Service

## 1. MINIMUM TERM

- 1.0. The Mobile Broadband No Contract plan has no Minimum Contract Period.
- 1.1. In place of a Minimum Contract Period, there is a notice period of 2 months that must be provided to ONE when you wish to exit the plan.
- 1.2. There is an exit fee associated with the No Contract plan, this is \$90 and will be payable upon termination of the plan.

## 2. PAYMENTS

- 2.0. Payment options are credit card and/or direct debit from a nominated bank account, as specified on our website for the plan chosen by the Customer. At our discretion we may offer other payment options such as: Cheque/Money order, Bpay, Postbillpay, Centrelink payments. Accounts paid with a credit or debit card will incur a surcharge of 1.69% (incl. GST) of the payment amount and will be added to the relevant invoice.
- 2.1. We reserve the right to charge \$1.50 inc. GST per invoice generated and posted.

## 3. CANCELLING A SERVICE

- 3.0. You can cancel or transfer a service at any time if you provide 2 months notice.
- 3.1. If you cancel or transfer any service without giving 2 months notice, you will be liable for the fees associated with a 2 month notice period and an exit fee of \$90

## 4. YOUR INFORMATION

- 4.0. Information concerning you will be held in a database. The database will contain your name, address, telephone numbers, bank account or credit card details, billing details, information relating to the provision and use of the service, and information you provide in connection with the service.
- 4.1. We collect, use and disclose personal information as set out in our Privacy Policy available on our website.
- 4.2. We may give credit information about you to a credit reporting agency to:
  - a) obtain a consumer credit report about you; or
  - b) allow the credit reporting agency to create or maintain a credit information file containing information about you.
- 4.3. We may (in accordance with the *Privacy Act 1988 (Cth)*):
  - a) obtain and use information concerning your commercial activities and commercial credit worthiness from a credit reporting agency or other business that reports on commercial credit worthiness to assess your application for the service (if the application is for consumer credit) or to collect overdue payments;
  - b) obtain or use a consumer credit report about you from a credit reporting agency to assess your application for the service (if it is for commercial credit) or collect overdue payments; and
  - a) disclose information about you to other credit providers or obtain and use information from other credit providers for the purposes of assessing your application for the service, your ongoing credit worthiness or the status of any account held by you with us or with any other credit provider.

In this clause, **credit information** means:

- a) identity particulars (name, address, date of birth, ABN, ACN or ARBN);
- b) your application for credit or commercial credit, including the amount applied for;
- c) the fact we are a current credit provider to you;

- d) payments which are overdue by more than 60 days and for which debt collection has commenced;
- e) advice that payments are no longer overdue in respect of a default which has been listed;
- f) information that you have committed a serious credit infringement; and
- g) cheques drawn by you for more than \$100 and which have been dishonoured more than once.

## **5. SUSPEND/ALTERATION OF THE SERVICE**

5.0. Subject to requirements under the Privacy Act 1988, ONE may suspend or alter the Service or release any information, including your personal information, at any time in its sole discretion, with or without notice when:

- a) there is an emergency;
- b) any third party, including without limitation any of ONE suppliers, carriers or contractors does any act or omission that affects the Service;
- c) it is reasonably likely that an act or omission by you will impair or adversely affect the quality or operation of the ONE operations or the Network;
- d) you are in material default under this Agreement, this includes any breach of the ONE Acceptable Usage Policy or ONE Fair Use Policy;
- e) the Network or any of ONE facilities need to be repaired, modified or upgraded;
- f) ONE thinks that suspension or alteration is necessary to prevent or stop any unauthorised access to the Network, unlawful acts or infringement of anyone else's rights;
- g) directed by the Australian Broadcasting Authority under a 'take down notice'; or
- h) there is any order, judgment, decree, determination or otherwise of any governmental agency that your access to the Service relates to material that is illegal, offensive, objectionable or in breach of a third party's rights.

5.1. You must continue to pay the Fees if ONE suspends your Service.

5.2. Without limitation on any of ONE other rights, we can cancel, suspend or restrict your service by telling you with as much warning as we reasonably can if:

- a) you become bankrupt or insolvent or appear likely to do so;
- b) we reasonably consider that you pose an unacceptably high credit risk to us.
- c) We consider that you pose an unacceptably high credit risk to us when there is some doubt as to your ability to pay by the due date based on factors such as:
  - i. previous payment history and payment behaviour (e.g. late payments, dishonoured payments or failure to pay);
  - ii. any previous advice from you about a potential inability or unwillingness to pay;
  - iii. your usage is inconsistently high when compared with previous usage patterns; or
  - iv. your response where we have told you of this unusually high usage.

5.3. If ONE suspends, restricts or cancels your service at any time during the minimum terms due to actions that have been prohibited in these terms or any reasons listed in Clause 5, all early termination fees will apply.

## **6. YOUR RESPONSIBILITY**

6.0. You are responsible for:

- a) informing yourself and seeking independent advice about yours and ONE rights and obligations under this Agreement;

- b) being aware of any changes or variations that ONE may make to the Terms and Conditions of which ONE has notified you as contained in the following website; [www.myone.com.au](http://www.myone.com.au)
- c) all telecommunication expenses incurred by you in relation to the Service whether you authorise it or not. We recommend you consider taking measures to protect yourself from unauthorised use of your service:
  - i. if you do not disconnect your service when you leave your premises, you have to pay for any use of the service by later occupants or others; and
  - ii. any person who uses your service, or allows someone else to use it, after you have vacated your premises, is jointly and individually liable with you for any charges relating to that use;
- d) screening against any content or material that you find offensive or disturbing; and
- e) acquiring any training or equipment needed to access the Service.
- f) Implementing appropriate anti-virus systems;

## **7. FORCE MAJEURE**

- 7.0. ONE is not liable for any delay or failure to perform an obligation (other than to pay money) under this Agreement caused by any of the following Events:
- a) an act of God;
  - b) war, riot, insurrection, vandalism, terrorism or sabotage;
  - c) strike, lockout, ban, limitation of work or other industrial disturbance;
  - d) power failures, communications failures, viruses, hacker attacks; or
  - e) any law, rule or regulation
- 7.1. The ONE obligations of performance are suspended for the period of delay caused by the Event.

## **8. TERM**

- 8.0. The term of this Agreement is for the Minimum Term or, if renewed under clause 9, the Renewal Term, unless terminated earlier in accordance with clause 10.

## **9. RENEWAL**

- 9.0. The minimum term of 2 months is continually renewed until a time when you notify us of your intention to cancel the service under clause 16.
- 9.1. When notice is accepted under clause 16 you are liable to pay for 2 months of service from the date that notice is accepted and an exit fee of \$90.

## **10. TERMINATION**

- 10.0. ONE may terminate this Agreement at any time after 30 days notice.
- 10.1. ONE may terminate this Agreement if you have breached this Agreement and have not remedied that breach within 2 weeks notice from ONE.
- 10.2. If ONE terminates this Agreement under clause 10.1; or you may terminate this Agreement before the end of the Minimum Term, or the Renewal Term; you must pay ONE the 2 months notice period, the exit fee; all Fees payable for the balance of the Minimum Term or Renewal Term and all unpaid amounts for any of our supplied equipment within 2 weeks of this Agreement terminating.

## **11. SEVERABILITY**

- 11.0. If anything in this Agreement is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in force.

## **12. ENTIRE UNDERSTANDING**

12.0. This Agreement is the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement.

## **13. ASSIGNMENT**

13.0. You must not assign any of your rights or obligations under this Agreement.

13.1. ONE may assign its rights and obligations under this Agreement at any time after 1 months notice.

## **14. VARIATION**

14.0. ONE may provide notice of its wish to vary the Agreement

14.1. If you do not agree to ONE variations, you must notify ONE within 1 week of ONE providing notice. If you do not notify ONE, you are deemed to have accepted the ONE variations.

14.2. Notwithstanding your notice that you do not accept ONE variations, ONE variations take effect during the next Renewal Term after the date of ONE notice under clause 15.0.

14.3. Except as provided under this clause, the Agreement may only be varied by agreement in writing of the parties.

## **15. NOTICE**

15.0. ONE must provide notice of changes to you at the following website [www.myone.com.au](http://www.myone.com.au)

15.1. You must provide notice in writing to ONE at GPO Box 2223, Melbourne, VIC 3001. The date of the acceptance of notice will be the date that the written notification is received by ONE and not the date that the notice was sent.

## **16. SERVICE CHARGES**

16.0. Our Mobile Broadband plans have periodic fees and a renewal term.

16.1. You must pay us all fees and charges that are incurred in using your service even if you did not authorise its use, or for that period you are not able to access the service or the service is unavailable.

16.2. You acknowledge that before entering into the agreement you have received and understood the terms and conditions of your package, plan, applicable promotion(s) and fees and charges.

16.3. You will be charged the access fee each month regardless of usage of the service.

16.4. Administration fees may be charged and will need to be paid on the account. Details of administration fees may be found in the general terms available on our website.

16.5. We may ask you for pre-payment usage charge, or request that you make an interim good-faith payment (including for example if there has been unusually high usage, or we have reasonable concerns about your credit worthiness, or have reasonable grounds for believing that we may not be paid for the service).

16.6. Your plan may be varied, extended or renewed as agreed between you and us from time to time. If you do not contact us at expiration of your minimum plan term we will assume you require your service to continue under the same terms and conditions on a rolling monthly basis until you notify us otherwise.

## **17. MISCELLANEOUS**

17.0. ONE plans are only available to customers who are over 55 and not working.

## **18. WARRANTY**

18.0. To the extent that implied terms and can be lawfully excluded, ONE excludes all implied terms from this Agreement.

18.1. In relation to implied terms that cannot lawfully be excluded, ONE limits its liability to:

- a) providing the Service again; or
- b) paying the cost of having the Service provided again.

## **19. INDEMNITY AND RELEASE**

19.0. You indemnify ONE for any loss, damage, cost, expense or claim arising from your breach of this Agreement.

19.1. You release ONE from any liability arising from:

- a) disruption of the Service;
- b) cancellation of the Service;
- c) cancellations or refusals to provide Incompatible Products; and
- d) possible breaches of the Telecommunications Act (Customer Service Guarantee) Standard 2000.

## **19. PROVISION OF SERVICE**

20.0. ONE will provide the Service and the Hardware (if applicable) to you in accordance with this Agreement.

20.1. Upon payment of any administrative fee notified by ONE, you may change the Service you access to another 3G Mobile Broadband Plan.

## **20. WHAT DO YOU NEED TO ACCESS THE SERVICE?**

20.0. To access the Service you need:

- a) Equipment that complies with the Technical Requirements; and
- b) An Approved USB Mobile Modem; and
- c) An Approved SIM Card.

## **21. USB MOBILE MODEM**

21.0. Subject to the 3G Mobile Broadband Plan you select:

- a) an approved USB Mobile Modem may be supplied to you by ONE to access the Service; or you may be required to purchase an Approved USB Mobile Modem from ONE to access the Service.
- b) If the Approved USB Mobile Modem is lost or stolen, you will pay all costs incurred by ONE in its replacement under this clause.

21.1. If you purchase an Approved USB Mobile Modem from ONE to access the Service, you will be responsible for the equipment from the time you receive it.

21.2. Subject to clause 25 of this Agreement, ONE may require you to return the Approved USB Mobile Modem if ONE supply you with a replacement.

## **22. SIM CARD**

22.0. ONE will supply you with an Approved SIM Card to access the Service.

22.1. If an Approved SIM Card is supplied to you by ONE, you agree:

- a) You will take reasonable care of the Approved SIM Card.
- b) If the Approved SIM Card is damaged in any way, you will pay all costs incurred by ONE in its repair or replacement under this clause.
- c) If the Approved SIM Card is lost or stolen, you will pay all costs incurred by ONE in its replacement under this clause.

22.2. You must:

- a) Keep the Approved SIM Card secure;

- b) Only use the Approved SIM Card to access the Service;
  - c) Not use the Approved SIM Card to access any other services (including voice calls or MMS). If you do so, ONE may charge you at prevailing rates for your access to any other services and your access to any other services will be included in your Data Allowance;
  - d) Not interfere with or impair the operation of the Approved SIM Card;
  - e) Not duplicate the identity of the Approved SIM Card (including for the purpose of back up).
- 22.3. If you remove the Approved SIM Card from the Approved USB Modem or use it in another modem, ONE may cancel your access to the Service without notice.
- 22.4. ONE may require you to return the Approved SIM Card if:
- a) ONE issue you with a replacement; or
  - b) ONE no longer provides the Service to you (including upon termination, suspension or alteration of the Service or your access to the Service).
- 22.5. If the Approved SIM Card is not received by ONE within 14 days' of a request by ONE for its return, you will pay the Return Fee.

### **23. FEES**

- 23.0. You must pay ONE the Fees by the Payment Date.
- 23.1. Notwithstanding any other clause in this Agreement, ONE may vary the Fees at any time during the term of this Agreement without notice. Any variation to the Fees will take effect on the first Payment Date after the date on which ONE gives notice as published at [www.myone.com.au](http://www.myone.com.au).
- 23.2. You must pay the Fees by the Payment Method unless otherwise agreed by ONE.
- 23.3. If you fail to pay the Fees by the Payment Date (or if your cheque is dishonoured or your credit card declined) , without limiting any other rights that ONE has under this Agreement, including the right to terminate the Agreement, ONE may:
- a) suspend your access to the Service until it receives payment of the Fees; and
  - b) charge Interest on the Fees payable.
- 23.4. If ONE suspends your access to the Service under this clause and you wish to be reconnected, you must pay the Fees, the Reconnection Fee and any Interest.

### **24. GOODS AND SERVICES TAX**

- 24.0. Unless expressly excluded, the Fees and any other consideration to be paid under this Agreement include any GST.
- 24.1. To the extent that any supply made under or in connection with this Agreement is a taxable supply and the consideration for that supply expressly excludes GST, the GST exclusive consideration otherwise to be paid or provided for that taxable supply is increased by the amount of any GST payable in respect of that taxable supply and that amount must be paid at the same time and in the same manner as the GST exclusive consideration is otherwise paid or provided. A party's right to payment under this clause is subject to a valid tax invoice being delivered to the recipient of the taxable supply.
- 24.2. To the extent that 1 party is required to reimburse or indemnify another party for a loss, cost or expense incurred by that other party, that loss, cost or expense does not include any amount in respect of GST for which that other party is entitled to claim an input tax credit.

### **25. HARDWARE**

- 25.0. You will own the Hardware upon payment of the Hardware Fee.
- 25.1. If you have not paid the Hardware Fee, then you must return the Hardware to ONE within 14 days of termination or expiration of this Agreement.

25.2. If any part of the Hardware is faulty at installation, you may request ONE to provide you with new Hardware. ONE will resume possession and ownership of the replaced Hardware. If ONE determines that the replaced Hardware is not faulty, you will pay all costs incurred by ONE under this clause.

## **26. ACCESS TO NETWORK**

26.0. You are responsible for any access to the Network through your User ID, whether the access was made by you or not.

26.1. In using the Service, you must not:

- a) Damage, interfere or modify the Network or any network connected to the Network;
- b) Give any other person access to the Network;
- c) Breach any law;
- d) Use Incompatible Products; or
- e) Infringe or interfere with any other person's rights, including privacy and intellectual property rights.

26.2. You may not access the Service or the Network overseas.

## **27. DISCONNECTION FROM NETWORK ACCESS**

27.0. In order for ONE to provide fair access to all of its customers, ONE may immediately and without notice disconnect the Service if you breach the Acceptable Usage Policy in any way.

27.1. ONE does not guarantee that your Network access will be free from any other disruption but will, in good faith, make reasonable endeavours to allow you continuous access to the Service.

## **28. SUSPEND/ALTERATION OF THE SERVICE**

28.0. Subject to the Privacy Act 1988, ONE may suspend or alter the Service or release any information, including your personal information, at any time in its sole discretion, with or without notice when:

- a) there is an emergency;
- b) any third party, including without limitation any of ONE suppliers, carriers or contractors does any act or omission that affects the Service;
- c) it is reasonably likely that an act or omission by you will impair or adversely affect the quality or operation of the ONE operations or the Network;
- d) you breach this Agreement or the Acceptable Usage Policy;
- e) the Network or any of ONE facilities need to be repaired, modified or upgraded;
- f) ONE thinks that suspension or alteration is necessary to prevent or stop any unauthorised access to the Network, unlawful acts or infringement of any other person's rights;
- g) directed to by the Australian Broadcasting Authority under a 'take down notice'; or
- h) there is any order, judgement, decree, determination or otherwise of any court or governmental agency that your access to the Service relates to material that is illegal, offensive, objectionable or in breach of a third party's rights.

28.1. You must continue to pay the Fees if ONE suspends your access to the Service.

28.2. Without limitation on any of ONE other rights, ONE Connect may suspend the Service if you do not pay the Fees or any part of the Fees by the Payment Date.

## **29. PASSWORD**

29.0. You must:

- a) protect the confidentiality of your password; and
- b) not disclose or allow anyone else to use your password.

### **30. TRANSMISSION SPEED**

30.0. You acknowledge that:

- a) the Transmission Speed is the maximum theoretical speed attainable at ideal conditions;
- b) the actual speed may be less than the Transmission Speed because of many factors, including without limitation Network congestion and third party carriers; and
- c) ONE does not warrant that you will be able to obtain Transmission Speed at any time while accessing the Services.

### **31. NETWORK COVERAGE**

31.0. You acknowledge that:

- a) the Service is only available in areas covered by the Optus 3G/HSPA network;
- b) you are responsible for enquiring whether coverage is available in the area in which you want to use the Service. ONE mobile coverage locator is published at [www.myone.com.au](http://www.myone.com.au).

31.1. In areas that the Service is available, ONE does not guarantee that:

- a) The Service is available in each place within an area covered by the Optus 3G/HSPA network;
- b) 'Drop-outs' will not occur;
- c) There will be no delays in transferring data when switching between bearer networks
- d) There will be no congestion on the Optus 3G/HSPA network.